

COUNTERPART

No. 3 of 4

Dated as of August 11, 1975

PEPSICO LEASING CORPORATION
101 Hartwell Avenue
Lexington, Massachusetts 02173

RECORDATION NO. 7917-C Filed & Recorded

Attn: Philip Sternstein,
Vice President and Counsel

OCT 14 1975 - 12 50 PM

INTERSTATE COMMERCE COMMISSION

Dear Sirs:

Each of the undersigned have been informed that PepsiCo Leasing Corporation ("PepsiCo") proposes to lease to Chicago and North Western Transportation Company ("C&NW") pursuant to an Equipment Lease (Lease No. 90868) dated as of July 29, 1975 (the "Equipment Lease") certain new tri-level enclosed auto racks manufactured by Whitehead & Kales Co., Detroit, Michigan, and of the type described on Exhibit "A" attached hereto (such racks as are actually acquired by PepsiCo and leased to C&NW under the Equipment Lease being herein collectively called the "Racks" and individually called a "Rack"). Each of the undersigned understands that the Racks are to be welded or otherwise affixed to certain of the railroad flatcars listed on Exhibit "B" attached hereto (such of the said flatcars on which the Racks are now or hereafter installed being herein collectively called the "Flatcars" and individually called a "Flatcar"), one Rack for each Flatcar.

By virtue of a certain Equipment Trust Agreement dated as of April 1, 1975 (the "Equipment Trust Agreement") between Mercantile-Safe Deposit and Trust Company, as Trustee (the "Trustee") and United States Trust Company of New York, as Trustee (the "Owner Trustee") recorded with the Interstate Commerce Commission on May 2, 1975, at 12:45 PM as Recordation No. 7917, and by virtue of other agreements relating thereto, General Electric Credit Corporation ("GECC") is the beneficial owner of the Flatcars, the Owner Trustee is the holder of legal title to the Flatcars, and a security interest in, and/or other interests in, the Flatcars has been vested in the Trustee. By virtue of a certain Lease of Railroad Equipment dated as of April 1, 1975 between Trailer Train Company ("Trailer Train") and the Owner Trustee, recorded with the Interstate Commerce Commission on May 2, 1975, at 12:45 PM as Recordation No. 7197A, (the "Trustee Lease"), some or all of the Flatcars have been or may hereafter be leased by the Owner Trustee to Trailer Train.

Under the Trustee Lease, Trailer Train agreed not to permit any special device, rack or assembly to be attached or affixed to any Flatcar which may not be readily removed from such Flatcar without materially impairing such Flatcar or the value thereof unless such special device, rack or assembly is to be considered an accession.

In consideration of the foregoing, and of other good and valuable consideration received by the undersigned, the undersigned hereby agree as follows:

1. The Racks shall not at any time be deemed to constitute an accession to the Flatcars, within the meaning of Section 9 of the Trustee Lease and Section 1.01 of the Equipment Trust Agreement, or by operation of law or otherwise, and shall, as between each of the undersigned and PepsiCo, remain PepsiCo's personal property notwithstanding the fact that the Racks may be welded or otherwise affixed to the Flatcars, and each of the undersigned waive and disclaim any right, title or security interest in/and to the Racks.

2. PepsiCo and C&NW shall each have the right to remove each Rack from each Flatcar on which a Rack is welded or otherwise affixed, upon the expiration or termination of the lease term of such Rack under the Equipment Lease, whether or not such expiration or termination occurs by the passage of time or as a result of an Event of Default under, and as defined in, the Equipment Lease, or for the reason specified in paragraph 7 hereof; provided, however, that PepsiCo or C&NW (depending on which of them removes a Rack) shall give written notice of its intention to remove the Racks to Trailer Train at its principal office at 300 South Wacker Drive, Chicago, Illinois 60606, Attention of Vice President-Transportation and Maintenance.

3. Installation, use and removal of the Racks shall be without risk, cost or expense to GECC, Trailer Train, the Owner Trustee and the Trustee. Installation and removal of any Rack shall be effected in such manner that Trailer Train will be in a position to return the Flatcars at the termination of the Trustee Lease in the condition required under Sections 11 and 14 of the Trustee Lease.

4. PepsiCo and C&NW, as the case may be (depending on which of them installs or removes a Rack or causes such installation or removal) agrees to indemnify and hold harmless GECC, Trailer Train, the Owner Trustee and the Trustee for any material damage or impairment to any Flatcar and from and against any liability to persons or property with respect to or resulting from the installation or removal of any Rack. PepsiCo shall not be deemed to have installed or to have caused the installation of any Rack if such installation is done by Whitehead & Kales Co. In addition, C&NW agrees to indemnify and hold harmless GECC, Trailer Train, the Owner Trustee and the Trustee from and against any liability, loss or damage caused or alleged to be caused directly or indirectly by any Racks or the use thereof or by any inadequacy thereof or deficiency or defect therein or by any other circumstance relating to the Racks or the use, operation, servicing, maintenance, repair, replacement or improvement of any Racks.

5. Nothing contained in this letter agreement shall be deemed to diminish, modify or affect any obligation or responsibilities of Trailer Train under the Trustee Lease or of C&NW under the Equipment Lease, or any agreements or documents relating thereto, whether or not such obligation or responsibility is mentioned herein, and nothing contained herein shall be deemed to be an amendment, modification or waiver of any term or provision of the Trustee Lease or the Equipment Lease, or any agreement or document relating thereto. Without limiting the scope of the foregoing part of this paragraph 5, and notwithstanding the indemnities and agreements by PepsiCo and

C&NW contained in this letter, Trailer Train hereby confirms and reaffirms to GECC, the Owner Trustee, the Trustee and all "Indemnified Persons" and other beneficiaries referred to in Section 9 of the Trustee Lease, all of Trailer Train's indemnities, agreements and undertakings set forth in said Section 9, and Trailer Train further confirms and reaffirms its obligations with respect to the condition the Flatcars are to be in at the time of return thereof by Trailer Train pursuant to the provisions of Sections 11 and 14 of the Trustee Lease.

6. Nothing contained in this letter agreement shall affect the rights and liabilities of Trailer Train and C&NW under the Form A Car Contract heretofore entered into which shall be controlling as to the parties to said Contract in all matters to which it relates.

7. In the event the term of the Trustee Lease as to any Flatcar shall terminate for any reason before removal of any Rack on such Flatcar, C&NW agrees that upon receipt of written notice from GECC to remove such Rack, C&NW will at its expense remove such Rack within fifteen days after possession of such Flatcar is delivered to C&NW for purposes of such removal. In the event of C&NW's failure to comply with the foregoing, PepsiCo, upon receipt of written notice from GECC so to do (and without prejudice to PepsiCo's rights against C&NW under the Equipment Lease) shall promptly remove any such Rack in the manner aforesaid without cost or expense to GECC, the Trustee, the Owner Trustee or Trailer Train within fifteen days after possession of the Flatcar is made available to PepsiCo for purposes of such removal at a point designated by Trailer Train and approved by GECC.

8. Trailer Train hereby represents to GECC, the Owner Trustee, the Trustee, PepsiCo and C&NW that (a) the cost or purchase price of the Racks or any Rack was not, is not, nor will be included in the Purchase Price (as such term is defined in the Trustee Lease) of any of the Flatcars, and none of the Racks is required for the operation or use of the Flatcars by the Interstate Commerce Commission, the United States Department of Transportation or any other legislative, executive, administrative, or judicial body exercising any power or jurisdiction over such, and that (b) Trailer Train has not permitted and will not permit any Racks to be so attached or affixed to any Flatcars so as not to be readily removed from such Flatcar without materially impairing such Flatcar or the value thereof.

9. This letter may be executed in several counterparts, and each such counterpart shall be an original and all of which shall constitute together but one and the same letter agreement.

10. This letter agreement may be recorded with the Interstate Commerce Commission.

Very truly yours,

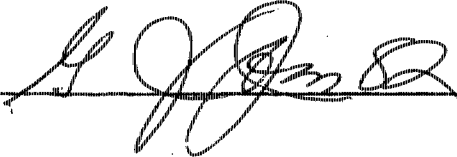
GENERAL ELECTRIC (CREDIT) CORPORATION

By 

Manager-Transportation

Its _____

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, AS TRUSTEE

By 

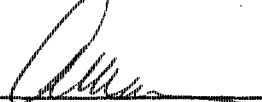
Its _____

ASSISTANT VICE PRESIDENT

*General Electric Credit Corporation's
signature evidences confirmation of their
authorization to the Owner Trustee to
affix its signature to this Amendment
Agreement.



* UNITED STATES TRUST COMPANY OF
NEW YORK, AS TRUSTEE

By 


Its Asst. Vice President

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By 

Its Vice President - Finance

TRAILER TRAIN COMPANY

By 

Its Vice President

Read and Agreed:

PEPSICO LEASING CORPORATION

By 

Its Vice President

STATE OF CONNECTICUT)
) ss: Stanford
)
COUNTY OF FAIRFIELD

On this 4th day of September, 1975, before
me personally appeared David E. DuVerney to me
personally known, who being by me duly sworn, ^{Manager-Transportation} says that he is the
of GENERAL ELECTRIC CREDIT CORPORATION,
that the foregoing instrument was signed on behalf of said Corporation,
pursuant to due corporate authority, and he acknowledged that the
execution of the foregoing instrument was the free act and deed of
said Corporation.

Notarial Seal

My Commission Expires: _____

Joan A. Sayer
Notary Public

JOAN A. SAYER
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1976

STATE OF ILLINOIS)
) ss:
)
COUNTY OF COOK

On this 2nd day of September, 1975, before
me personally appeared N. V. Reichert to me
personally known, who being by me duly sworn, says that he is the
Vice President of TRAILER TRAIN COMPANY, that the
foregoing instrument was signed on behalf of said Corporation,
pursuant to due corporate authority, and he acknowledged that the
execution of the foregoing instrument was the free act and deed of
said Corporation.

Notarial Seal

My Commission Expires: Nov. 17, 1976

David J. Walsh
Notary Public

STATE OF Maryland)
COUNTY OF Baltimore) ss:

On this 3rd day of September, 1975, before me personally appeared G. J. Johnston to me personally known, who being by me duly sworn, says that he is the ASSISTANT VICE PRESIDENT of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY; that the foregoing instrument was signed on behalf of said Corporation, pursuant to due corporate authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notarial Seal

My Commission Expires: _____

Russell E. Schreiber
Notary Public

RUSSELL E. SCHREIBER
NOTARY PUBLIC

My Commission Expires July 1, 19 78

STATE OF New York)
COUNTY OF New York) ss:

On this 3RD day of September, 1975, before me personally appeared ANDREW MASSA to me personally known, who being by me duly sworn, says that he is the ASST. VICE PRESIDENT of UNITED STATES TRUST COMPANY OF NEW YORK, that the foregoing instrument was signed on behalf of said Corporation, pursuant to due corporate authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notarial Seal

My Commission Expires: 3/30/76

Eileen P. Young
Notary Public

EILEEN P. YOUNG
Notary Public, State of New York
No. 41-4604136
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1976

STATE OF
COUNTY OF

Illinois
Cook

} ss:

On this 2nd day of September, 1975, before me personally appeared J. M. Butler to me personally known, who being by me duly sworn, says that he is the Vice President - Finance of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that the foregoing instrument was signed on behalf of said Corporation, pursuant to due corporate authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notarial Seal

My Commission Expires:

12/7/1977

Marjorie Kayes
Notary Public

STATE OF
COUNTY OF

Massachusetts
Middlesex

} ss:

On this 4th day of September, 1975, before me personally appeared Duane E. Stark to me personally known, who being by me duly sworn, says that he is the Vice President of PEPSICO LEASING CORPORATION, that the foregoing instrument was signed on behalf of said Corporation, pursuant to due corporate authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notarial Seal

My Commission Expires:

Aug 7, 1981

Philip J. Hernandez
Notary Public

cc: DFD
IMK
PMJ
PJS

MATERIALS DEPT.

400 W. Madison Street
Chicago, Illinois 60606

Area Code 312

Phone: 332-2121

EXHIBIT "A"
PURCHASE ORDER

NORTH WESTERN

LEASING COMPANY

FORM 2522B

ORDER NO. **00074**

JSJ/bd 9-16-74

01307-A

Requisition No. 01807-B

Whitehead & Kales Company
58 Haltinger Street
Detroit, Michigan 48218

SHIP TO: North Western Leasing Company

CARE OF: Chicago and North Western Transportation Co.
F. E. Cunningham, G.S.C.D.
c/o G.M.C. Janesville, Wisconsin and
c/o Chrysler Corp., Belvidere, Illinois

SHIPPING DATE **Start 2-75**

TERMS: **Net 10**

F.O.B.

River Rouge, Mich.

☐ PREPAID

☐ Request routing from
C&NW agent in your
Territory

☐ SHIP PARCEL POST

Other routing:

☐ COLLECT

☐ Ship Railway Express

☐ SHIP TRUCK

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	
			DOLLARS	CENTS
70	EA	Fully enclosed tri-level automobile transport racks for Chrysler Corporation, including 60 A-234-786 Ratchet Lo-Ty with C-226-216 Chain Assembly for Mounting on Leased Trailer Train 89'4" End-Cushioned Low Deck Pullman- Standard PLH-21 Flat Cars. (Racks to be equipped with risers.)	26,772	00
94	EA	Fully enclosed tri-level automobile transport racks for General Motors Corporation, including 60 A-234-786 Ratchet Lo-Ty with C-231-465 Chain Assembly and 60 A-234-760 Idler Lo-Ty for Mounting on Leased Trailer Train End-Cushioned Low Deck Pullman-Standard PLH-21 Flat Cars. (Racks to be equipped with risers.) Per Quotation of 7/08/74. Information on return stenciling to be furnished later. stenciling	27,112	00

INVOICES SUBMITTED FOR PAYMENT MUST SHOW SALES OR USE TAX AND TRANSPORTATION CHARGES SEPARATELY:

Mich.

State of Initial
Leasing Company
Contact

☐ A

Subject to
Sales Tax

☐ B

Resale

☐ C

Rolling
Stock
Exemption

☐ D

Other

Wis.

State of
Final Delivery

☐ E

Subject to
Sales Tax

☐ F

Subject to
use of tax
C&NW to accrue any excess
of this state's use tax over
amount of sales tax paid in
the other state

☐ G

Resale

☒ H

Rolling
Stock Exemption

☐ J

Do not add tax-use tax
will be accrued and paid
by the C&NW directly
to the state.

☐ K

Other

THIS ORDER IS PLACED SUBJECT ONLY TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE HEREOF AND DOES NOT CONSTITUTE THE ACCEPTANCE OF ANY TERMS AND CONDITIONS ON ANY PREVIOUS QUOTATION OR OFFER WHETHER OR NOT REFERRED TO HEREIN. BY ACCEPTING OR FILLING THIS ORDER OR ANY PART THEREOF THE SELLER AGREES TO AND SHALL BE BOUND BY ALL THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE HEREOF. THE PURCHASER HEREBY OBJECTS TO ANY TERMS AND CONDITIONS ON AN ACKNOWLEDGMENT FORM OR OTHERWISE DIFFERENT FROM OR IN ADDITION TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE HEREOF.

Purchasing Agent

NORTH WESTERN LEASING COMPANY
ASST. VICE PRESIDENT-MATERIALS

BY

EXHIBIT "B"

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Quantity</u>	<u>Lessee's Car Numbers (Inclusive)</u>
89'4" 70-ton capacity, standard draft gear, standard level flat car equipped with hitches	FC	296	255788-256083
89'4" 70-ton capacity, hydraulic draft gear low level flat car	FC	394	850524-850917
89'4" 70-ton capacity, hydraulic draft gear, standard level all purpose flat car	FC	75	973801-973876
89'4" 70-ton capacity, hydraulic draft gear, standard level auto rack flat car	FC	19	965565, 965582, 965620-965622, 965628-965634, 965636, 965637, 965640, 965641, 965642, 965648, 965649
89'4" 70-ton capacity, hydraulic draft gear, saddle back flat car	FC	17	965623-965627, 965656-965667